# INVITATION TO BID No. 40020-50037

# FURNISH JANITORIAL SERVICES FOR NWLTC Shreveport Campus

ISSUING AGENCY: Northwest Louisiana Technical College

Purchasing Department 6220 East Texas Street Bossier City, LA 71111

PURCHASING DIRECTOR: Gayle Doucet gdoucet@bpcc.edu

Ph: (318)678-6117 Fx: (318)678-6402

CONTRACT COORDINATOR: Chad Johnston, Purchasing Agent

Office: (318) 678-6290

ITB RELEASE DATE: July 20, 2016

PRE-BID CONFERENCES: See times enclosed MANDATORY FOR BIDDERS!

CONFERENCE/INSPECTION TIME: See times enclosed

Failure to be represented at the mandatory pre-bid conference/on-site inspection tour shall cause rejection of the bid without further consideration.

DEADLINE FOR INQUIRIES: 12:00 p.m., Central Time, August 10, 2016

BID OPENING DATE: August 19, 2016

BID OPENING TIME: 2:00 p.m., Central Time

BID OPENING LOCATION: Northwest Louisiana Technical College

Purchasing Department

Bldg. J

6220 East Texas Street Bossier City, LA 71111

UNSIGNED OR LATE PROPOSALS WILL BE REJECTED

#### **DEFINITIONS & INSTRUCTIONS TO BIDDERS**

#### **PURPOSE**

This Invitation to Bid (ITB) sets forth the requirements and specifications of Northwest Louisiana Community College. The contents of this ITB and the Bidder/Vendor/Contractor's bid response shall become contractual obligations if a contract ensues. The bid and any resulting contract shall be governed under the laws of the State of Louisiana.

Issuance of this Invitation to Bid does not ensure that NWLTC will make an

award.

# **GOVERNING BID REGULATIONS**

All bids shall be subject to the Louisiana Purchasing Rules and Regulations, and Louisiana Revised Statutes 39:1551-1738. In accordance with L.S.A.-R.S. 39:1594 purchases where the estimated cost is greater than \$25,000 all solicitations must be advertised on the State Purchasing website, <a href="http://www.prd.doa.louisiana.gov/osp/lapac/pubmain.asp">http://www.prd.doa.louisiana.gov/osp/lapac/pubmain.asp</a>

#### **BID RESPONSE FORM**

All bids shall include the bid response forms provided in the ITB. The bid response form for signature must be properly signed in ink by an officer of the bidding entity authorized to sign the bid. Bid prices MUST be either typewritten or printed in ink (no pencil). Any alterations of the bid response form or foreign conditions attached thereto may cause rejection of the bid. The F.O.B. point shall be the College unless specified otherwise in the solicitation.

# **CORRECTION OF MISTAKES**

Any erasure, strike – through, correction or other change(s) in the bid MUST be initialed by the Bidder. Failure to do so may result in rejection of the bid without further consideration.

# **NUMBER OF COPIES**

THE ENTIRE ITB SHALL NOT BE REQUIRED TO BE RETURNED WITH THE BID RESPONSE. Bidders must submit one (1) originally signed bid response form with any required information. The Bidder shall be responsible for duplicating and retaining any bid forms and responses for personal record.

# **REJECTION OF BIDS**

The College reserves the right to reject any and all bids, and to waive any informalities. The right is reserved to award contracts separately, grouped, or an all-or-none basis. Incomplete, illegible, partial or informal bids shall be rejected.

# **SEALED BID**

The entire bid shall be sealed. All bids must be submitted in a sealed bid envelope with the bid number and opening date listed on the envelope. The name and address of the Bidder **MUST** appear on the outside of the bid envelope. In the event the bid contains bulky subject material, the special bid envelope or other form identifying the solicitation should be firmly affixed to the mailing envelope or container.

#### **BIDS BINDING**

All formal bids shall be binding for a minimum of ninety (90) calendar days and shall not be withdrawn after the specified return date.

# **BID CONFIDENTIALITY**

In accordance with the provisions of L.S.A-R.S. 44:1 all proposals shall become a matter of public record. Any information considered confidential shall not be included in the proposal response. Except as otherwise permitted under the contract, the College will use at least the same standard of care to maintain the confidentiality of the Proposer's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information.

# **BID DUE DATE**

Bidders shall be responsible for the timely delivery of the bid by the ITB return deadline. Bids received after the specified time and date will not be considered, whether delayed in the mail or for any other causes whatsoever.

Bid response may be withdrawn by the Bidder upon written or fax request **PRIOR TO** the designated time for return of bids. Withdrawal notification must be by signature and received by the NWLTC Purchasing Department prior to the designated deadline for return of bids.

# **DELIVERY OF BIDS**

Each bid response shall be time recorded by Purchasing Department personnel upon its delivery. The Bidder, or the Bidder's agent, may hand deliver the bid to the NWLTC Purchasing Department, or the Bidder may cause the bid to be delivered by an express carrier. Responsibility for ensuring that a receipt of delivery for their proposal remains with the bidder. The Bidder may elect to mail the bid by registered or certified mail return receipt requested.

The address for delivery of bids is: Bossier Parish Community College

6220 East Texas Street Bossier City, LA 71111 Attn: Gayle Doucet

# **BIDDER INQUIRIES**

No negotiations, decisions or actions shall be executed by any Bidder as a result of any oral discussion with any state employee. Only those transactions which are in writing, signed by the Purchasing Director in addendum form, shall be considered as valid. **Telephone inquiries are not allowed**. Inquiries concerning the administrative requirements of the ITB shall be submitted in writing and may be faxed to the Purchasing Department at 318/678-6402. Bidders may submit inquiries via email to the Purchasing Director at: gdoucet@bpcc.edu. Bidders shall not construe any verbal conversations as binding.

Inquiries concerning the performance requirements of the ITB shall be submitted in writing and may be faxed to the Purchasing Director. Bidders may submit inquiries via email to the Purchasing Director at: gdoucet@bpcc.edu. Bidders shall not construe any verbal conversations as binding.

Inquiries shall be received no later than the time and date designated herein. Answers to inquiries that change or substantially clarify the ITB shall be issued in the form of addendum to all known to have received a complete set of documents, or to all in attendance at the mandatory pre-bid meeting if inquiries are after that date.

#### **AVAILABILITY OF FUNDS**

Contract award shall be contingent upon the availability of funds to fulfill the requirements of the solicitation. The College shall not be responsible for any costs incurred by any Bidder in the preparation of any bid response.

#### **BID COST INCURRED**

This solicitation does not commit the College to award a contract and the College shall not be responsible for any costs incurred by any Bidder in the preparation of any bid.

# **QUALIFICATION OF BIDDER**

The College reserves the right to make inquiries and investigations as it deems necessary to determine the responsibility of any Bidder to perform the services so bid. The Bidder shall provide all information and data for this purpose as the College may request. The unreasonable failure of any Bidder to promptly supply information in connection with an inquiry may be grounds for non-responsibility.

# **SPECIFICATIONS**

Whenever specifications indicate a specific brand, make or manufacturer, such specifications are used to denote the quality standard of product desired and DO NOT restrict the Bidder to the specific brand, make or manufacturer named. They are used only to set forth and convey to the Bidder, the general style, type, character and quality of product desired. Equivalent products shall be acceptable if requested by the Bidder no later than the bid inquiry deadline and written approval has been granted for the alternative(s) from the Purchasing Director prior to bid opening.

#### **TAXES**

The Bidder shall include in his bid price all federal, state and local taxes of all kinds applicable to the performance of the contract. The College is currently exempt from State Sales and Use Tax and from city, parish and state sales and use taxes.

#### **BID AWARD**

The contract, if an award is made, will be awarded with reasonable promptness by written notice to the lowest responsible and responsive Bidder whose bid meets the requirements and criteria set forth in the Invitation to Bid. The bid may be awarded per campus or as an all or none.

The lowest responsible and responsive Bidder(s) will be determined by the BID PRICE TOTAL and any additives selected by the College at time of bid award. The Bidder should be relatively competitive in relation to other Bidder prices for Additional Clean-up, Additional Stripping and Waxing service, etc.

#### MANDATORY REQUIREMENTS

ALL REQUIREMENTS STATED HEREINAFTER IN THE INSTRUCTIONS TO BIDDERS ARE CONSIDERED MANDATORY. FAILURE TO COMPLY WITH THESE REQUIREMENTS SHALL RESULT IN REJECTION OF THE BID WITHOUT FURTHER CONSIDERATION.

#### MANDATORY PRE-BID CONFERENCE/ON-SITE INSPECTION TOUR

A MANDATORY Pre-Bid conference/on-site inspection tour shall be conducted for the benefit of all Bidders on the date and time specified on the cover of the ITB. Bidders shall assemble in the designated location on the NWLTC campuses on the date and time specified and the Bidder should allow sufficient time to participate in the entire conference/inspection tour. No other arrangements for an on-site inspection shall be made for any Bidder unable to attend on the date and time specified. Bidders in attendance shall be required to sign in on a Registration Log. Failure to be represented at the mandatory pre-bid conference/on-site inspection tour shall result in rejection of the bid without further consideration.

# **BID PRICES**

The prices bid shall be firm to cover all labor, equipment, materials, supervision, insurance, transportation and any other costs necessary to execute the designated janitorial housekeeping services in full conformity with the Invitation to Bid. Prices shall include any applicable Federal, State, Parish, Municipal or other taxes AND delivery charges.

#### STANDARD TERMS & CONDITIONS

#### **ACCESS TO RECORDS**

The CONTRACTOR agrees that the College and the Legislative Auditor of the State of Louisiana shall have access to, and the right to audit and examine, any pertinent books, documents, papers, and records of the CONTRACTOR related to this solicitation and any resulting contract.

# **ACCIDENTS**

The CONTRACTOR agrees that in the event of any accident of any kind and degree, the CONTRACTOR will immediately notify the College's Purchasing Department 318-678-6117 and thereafter furnish a full written report of such accident.

# **ASSIGNMENT**

The contract, or any portion thereof or any interest therein, shall not be assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the College. Any attempted assignment under the contract shall be void and shall have no effect.

# **CONTRACT AGREEMENT**

The Contract, and any properly executed amendment thereto, the Invitation to Bid, the CONTRACTOR'S bid response shall constitute the entire agreement between the parties and shall supersede all prior oral or written agreements or understandings.

The College and CONTRACTOR shall execute contract for a period not exceeding thirty six (36) months, in the form prescribed herein by the College, no later than the expiration period for furnishing verification of insurance coverage. SEE EXAMPLE CONTRACT

The Contract shall not be modified, altered, or changed except by mutual agreement amended in writing by the authorized representative of each party to the Contract.

# **CONTRACT EXTENSION**

Based upon the mutual agreement of the successful Bidder and Northwest Louisiana Technical College, this contract may be extended for two (2) additional twelve (12) month periods at the same prices, terms and conditions.

The full term of the contract including the possible two (2) extensions shall not exceed a period of sixty (60) months in total.

# **CONTRACT CANCELLATION**

Northwest Louisiana Technical College has the right to cancel any contract, in accordance with Purchasing Rules and Regulations, for cause, including but not limited to, the following: (1) Failure to deliver within the time specified in the contract; (2) Failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition; (3) Misrepresentation by the contractor; (4) Fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract.

# **FUNDING CLAUSE**

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Legislature at all times. If the Legislature fails to appropriate sufficient monies to provide for the

continuation of a contract, the contract shall terminate on the date of the beginning of the fiscal year for which funds are not appropriated.

#### **COPYRIGHTS AND PATENTS**

The CONTRACTOR shall indemnify and hold harmless the State, the College, its officers, agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented, invention, article or appliance furnished or used in the performance of the contract of which CONTRACTOR is not the patentee, assignee, or licensee.

# **HAZARDOUS WASTE GENERATION**

In the event the CONTRACTOR produces a hazardous waste as defined by the Department of Natural Resources Hazardous Waste Division of the State of Louisiana, the CONTRACTOR shall be designated as the generator of such waste. The liability of hazardous waste disposal shall rest with the CONTRACTOR and not the College.

# **DISPOSAL OF NON-HAZARDOUS MATERIALS**

The CONTRACTOR shall at all times keep the premises free from accumulations of trash, waste materials and debris caused by its employees or its operations. Removal of all trash, waste materials and debris generated by operations shall be disposed of in receptacles provided at designated locations.

# **EQUAL EMPLOYMENT OPPORTUNITY**

The CONTRACTOR shall be an equal employment opportunity employer. The CONTRACTOR shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the grounds of race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by bidder, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.

# **FORCE MAJEURE**

Both parties agree that, if by reason of strike or other labor disputes, civil disorders, inclement weather, acts of God, or other unavoidable cause, either party is unable to entirely perform its obligations, such performance shall not be considered a breach of the contract.

#### **GOVERNING LAW**

The contract, and all matters or issues related to it, shall be governed by and shall be in accordance with the laws of the State of Louisiana.

If any provision of the contract, as applied to either party or to any circumstance, shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of the contract or the validity or enforceability of the contract.

# **HOLIDAYS**

Generally, the College recognizes the following holidays.

- 1) New Year's Day
- 2) Martin Luther King Day
- 3) Good Friday
- 4) Memorial Day

- 5) Independence Day
- 6) Labor Day
- 7) Thanksgiving Day
- 8) Christmas Day

The College's official holiday schedule will be provided to the CONTRACTOR on or around August 1st. The CONTRACTOR shall be responsible for responding to scheduled service on the holidays listed above. The CONTRACTOR shall seek, in writing, advance written approval from the Purchasing Director regarding the recognition of any other holidays for its employees not recognized by the College. The CONTRACTOR may request additional days off for services performed during scheduled Holidays.

# ORDER OF PRIORITY

- a. In the event there is a conflict between the Instructions to bidders or Standard Conditions and the Special Conditions, the Special Conditions shall govern.
- b. Any interpretation of the documents will be made by Addendum only, issued by the purchasing department, and a copy of such addendum will posted to LaPac. The College will not be responsible for any other explanation of the documents.

# SPECIAL ACCOMMODATION

Any "Qualified individual with a Disability" as defined by the American with Disabilities Act who has submitted a bid and desires to attend the bid opening, must notify this office in writing not later than seven days prior to the bid opening date of their need for special accommodations. If the request cannot be reasonably provided, the individual will be informed prior to the bid opening.

# **INDEMNITY**

Contractor agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the state, its officers, its agents and its employees from and against all claims and actions for bodily injury, death or property damages caused by the fault of the contractor, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees. However, the contractor shall have no obligation as set forth above with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the state, its officers, its agents or its employees.

# SIGNATURE AUTHORITY

ATTENTION: .R.S. 39:1594(C)(4) requires evidence of authority to sign and submit bids to the State of Louisiana. You must indicate which of the following apply to the signer of this bid.

#### PLEASE CIRCLE ONE:

- 1. The signer of the bid is either a Corporate Officer who is listed on the most current annual report on file with the Secretary of State or a member of a partnership or partnership in Commendam as reflected in the most current Partnership Records on file with the Secretary of State. A copy of the Annual Report or Partnership Record must be submitted to this office before contract award.
- 2. The signer of the bid is a representative of the Bidder Authorized to submit this bid as evidenced by documents such as, Corporate Resolution, Certification as to Corporate Principal, etc. If this applies, a copy of the Resolution, Certification, or other supportive documents must be attached hereto.
- 3. The bidder has filed with the Secretary of State an Affidavit or Resolution or other acknowledged/authentic document indicating that the signer is authorized to submit bids for public contracts. A copy of the applicable document must be submitted to this office before contract award.

In accordance with the provisions of R.S. 39:2182, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty of "nolo contendere" to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, Professional, Personal, Consulting, and Social Services procurement under the provisions of Chapter 16 of Title 39, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39.

# CERTIFICATION OF NO SUSPENSION OR DEBARMENT.

By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA), in accordance with the requirements in OMB Circular A-133.

A list of parties who have been suspended or debarred can be viewed via the internet at <a href="http://www.EPLS.gov">http://www.EPLS.gov</a>.

# FEDERAL CLAUSES, IF APPLICABLE

ANTI-KICKBACK CLAUSE- The contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

CLEAN AIR ACT- The contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal Contracts, Grants or Loans of Facilities included on the EPA list of Violating Facilities.

ENERGY POLICY AND CONSERVATION ACT- The contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

CLEAN WATER ACT- The contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal Contracts, Grants or Loans of Facilities included on the EPA list of Violating Facilities.

ANTI-LOBBYING AND DEBARMENT ACT- The contractor will be expected to comply with Federal Statues required in the Anti-Lobbying Act and the Debarment Act.

# MANDATORY DISCLOSURE

Under the Uniform Guidance (200.113, shown below) Northwest Louisiana Technical College is obligated to disclose to the Federal awarding agency (or a pass-through if we are a sub-recipient), any violations of Federal criminal law involving fraud, bribery or gratuity violations potentially affecting the Federal Award.

# 200.113 Mandatory Disclosures

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 32 U.S.C. 3321).

In accordance with Louisiana Law, All Corporations (See LA R.S. 12:262.1) and limited liability companies (See LA R.S. 12:1308.2) must be registered and in good standing with the Louisiana Secretary of State in order to hold a purchase order and/or contract over \$25,000.

#### TERMINATION FOR CAUSE

The State may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to

terminate for cause upon the failure of the State to comply with the terms and conditions of this contract; provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the state to cure the defect.

#### TERMINATION FOR CONVENIENCE

The State may terminate the Contract at any time by giving thirty(30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

# DISCRIMINATION CLAUSE

The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, age, gender identification, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

# **CIVIL RIGHTS**

Both parties shall abide by the requirements of Title VII of the Civil Rights Act of 1964, and shall not discriminate against employees or applicants due to color, race religion, sex, handicap or national origin. Furthermore, both parties shall take affirmative action pursuant to Executive Order #11246 and the National Vocational Rehabilitation Act of 1973 to provide for positive posture in employing and upgrading persons without regard to race, color, religion, sex, handicap or national origin, and shall take affirmative action as provided in the Vietnam Era Veteran's Readjustment Act of 1974, both parties shall also abide by the requirements of Title VI of the Civil Rights Act of 1964 and the Vocational Rehabilitation Act of 1973 to ensure that all services are delivered without discrimination due to race, color, national origin, or handicap.

# NORTHWEST LOUISIANA TECHNICAL COLLEGE

Purchasing, Bldg. J 6220 East Texas Street Bossier City, LA 71111

# **INSURANCE REQUIREMENTS**

WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE: The Contractor shall, before commencing any work to be conducted under this contract, procure Workmen's Compensation and Employer's Liability insurance with a limit of liability as required by the Labor Code of the State of Louisiana with an insurance company authorized to write such policies of insurance in the State of Louisiana. It shall be the further responsibility of the Contractor to require that all subcontractors have in full force and effect, a policy of Workmen's Compensation and Employer's Liability insurance before proceeding with any of the work required under this contract.

GENERAL LIABILITY INSURANCE AND AUTOMOBILE LIABILITY INSURANCE: Commercial General Liability Insurance with a combined single limit of \$2,000,000 per occurrence for bodily injury and property damage. This insurance shall include coverage for bodily injury and property damage and indicate on the Certificate of Insurance which of the following coverages is not included in the policy, if any:

- 1. Premises Operations;
- Broad Form Contractual Liability;
- 3. Products and Completed Operations;
- 4. Use of Contractors and Subcontractors;
- 5. Personal Injury;
- 6. Broad Form Property Damage

<u>BUSINESS AUTOMOBILE LIABILITY INSURANCE</u>: Business Automobile Liability Insurance with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage, unless otherwise indicated. This insurance shall include for bodily injury and property damage the following coverages:

- 1. Owned automobiles:
- 2. Hired automobiles;
- 3. Non-owned automobiles.

The Contractor is to provide the owner with this signed statement of insurance preferably with the proposal. Otherwise, this statement is to be furnished before any work whatsoever starts at the site. Further, the owner reserves the right to require the contractor to furnish a certificate(s) of insurance from his agent(s) at any time before or during progress of the work.

#### **INSURANCE-STATEMENT**

| This            | is to certify th | at we ca | arry the Workme | en's compen | sation & Emp | loyer's | Liability Insu | ırance & G | Senera |
|-----------------|------------------|----------|-----------------|-------------|--------------|---------|----------------|------------|--------|
| Liability       | Insurance        | and      | Automobile      | Liability   | Insurance    | as      | outlined       | above      | with   |
| Company         | (s)              |          |                 |             |              |         |                |            | _      |
| Bid or Red      | quest for Quot   | tation   |                 | SIGNE       | D:           |         |                |            | _      |
| Number <u>4</u> | 0020-50037       |          |                 | FIRM:       |              |         |                |            | _      |
|                 |                  |          |                 | TITLE:      |              |         |                |            | _      |
|                 |                  |          |                 | DATE:       |              |         |                |            |        |

# INDEPENDENT CONTRACTOR

All of the CONTRACTOR'S employees furnishing or performing services under the contract shall be deemed employees solely of the CONTRACTOR and shall not be deemed for any purposes whatsoever employees or agents of, acting for or on behalf of, the College. The CONTRACTOR shall perform all services as an independent CONTRACTOR and shall discharge all its liabilities as such. No acts performed or representations made, whether oral or written, by the CONTRACTOR with respect to third parties shall be binding on the College.

#### **INSPECTION OF FACILITIES**

It is the CONTRACTOR'S responsibility to visit the site of the proposed service, inspect the site, utilities, equipment and particularly familiarize himself with the difficulties and restrictions regarding the execution of the proposed service. No additional allowance shall be granted to any CONTRACTOR because of lack of knowledge of conditions. For additional detail, see the section entitled MANDATORY PRE-BID CONFERENCE.

#### **INSURANCE**

The CONTRACTOR shall procure and maintain for the duration of the Work insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the CONTRACTOR, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the CONTRACTOR'S bid. See specific requirements regarding insurance elsewhere in the ITB.

The insurance afforded by this policy shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail return receipt requested has been given to the College.

# **College Personnel**

As a result of this contract, the Contractor shall be required to interview any displaced employee of NWLTC for consideration of employment within their company.

#### **KEYS**

The CONTRACTOR shall sign for and be responsible for all keys issued to the Contractor's representative. Keys shall not be left in doors and shall not be used to admit anyone except recognized College personnel. All exterior entrance doors shall be closed, locked and checked before leaving the building each evening. All interior doors shall be closed, locked and checked before leaving the building each evening. Contractor will be responsible for working with the Campus Deans to obtain schedules of when building should be open and/or locked.

In the event of loss of any keys, the CONTRACTOR shall reimburse the College in whole or in part to correct any breach of security in the facility or facilities. The College reserves the right to hold or deduct any costs from payments due the CONTRACTOR to insure reimbursement for the security breach caused thereby.

#### **COMPLIANCE WITH LAWS**

The CONTRACTOR shall comply with all applicable laws, ordinances, and regulations of the local, state, and federal government in the performance of the contract.

The CONTRACTOR shall be responsible for strict compliance with all applicable local, state and federal laws concerning fair employment, minimum wage and equal opportunity practices.

#### **LIENS**

The CONTRACTOR shall at all times keep the College free and clear from all liens asserted by any person, firm, or corporation for any reason whatsoever, arising from the furnishing of services (whether for services, work, labor performed, or materials or equipment purchased) by the CONTRACTOR pursuant to the terms of the contract. If any such lien shall at any time be filed against the College's premises in connection with the contract and the CONTRACTOR shall fail to cause such lien to be removed or discharged (by payment or bond or otherwise) within ten (10) calendar days after being notified of the filing of such lien, then the College may, without prejudice to any right or remedy available to the College, contact the surety or insurance company furnishing the performance guaranty and demand the lien be removed or discharged (by payment or bond or otherwise). The CONTRACTOR and its surety or insurance company shall be held liable for all costs and expenses (including attorney fees) incurred by the College in resolving said lien.

# **NON-EXCLUSIVE AGREEMENT**

The College reserves the right to purchase or receive services within the scope of the contract determined by the College to be within its best interests.

# **NOTICES**

Any notice required under the contract shall be in writing and sent by registered or certified mail to office of record the other party. Notification to the CONTRACTOR shall be to the last known address on file with the College, unless otherwise amended in the contract. Notification to the College shall be to Northwest Louisiana Technical College Purchasing Department, 6220 East Texas Street, Bossier City, LA 71111

#### PERMITS AND LICENSES

The CONTRACTOR shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for performance under the contract, and the CONTRACTOR shall post or display in a prominent place such permits and/or notices as are required by law.

# PRESENCE ON COLLEGE PREMISES

The CONTRACTOR agrees that all persons working for or on behalf of the CONTRACTOR whose duties bring them upon the College premises shall obey all College rules, policies, policies, policies security measures and vehicle regulations that are established by the College and shall comply with the reasonable directives of its College representatives. CONTRACTOR employees shall at all times be properly uniformed in clean, easily-recognized Contractor-issued apparel.

The CONTRACTOR agrees that all employees of the CONTRACTOR shall register their motor vehicles with the College Police Department and that all employees will pay the current annual faculty/staff vehicle registration fee. During the term of the registration, the employee shall be responsible for the payment of all traffic and parking fines assessed against the registered vehicle. However, in the event the employee fails to pay all recorded fines prior to the termination or expiration of employment or the contract, the CONTRACTOR will then become responsible for payment of all fines assessed against the employee.

The CONTRACTOR shall be responsible for the acts of its agents and employees while on the College premises. Accordingly, the CONTRACTOR agrees to take all necessary measures to prevent injury and loss to persons or property located on the College premises.

The CONTRACTOR shall be responsible for all damages to persons or property caused by the CONTRACTOR or any of its agents or employees. The CONTRACTOR shall promptly repair, to the specifications of the College's Purchasing Department, any damage that the CONTRACTOR, its agents or employees, may cause to the College premises or equipment.

The CONTRACTOR shall not allow any party under 18 years of age or any party that is not on the CONTRACTOR'S payroll in any facility at any time.

#### **PUBLICITY**

The CONTRACTOR shall not in any way or in any form publicize or advertise in any manner the fact that the CONTRACTOR is providing services to the College without the express written approval of the Purchasing Director, obtained in advance, for each item of advertising or publicity. However, nothing herein shall preclude the CONTRACTOR from listing the College on its routine client list for matters of reference.

#### **SAFETY**

The CONTRACTOR, its agents and employees shall practice safe work habits, make safe use of chemicals, and handle safely equipment employed. In addition, the CONTRACTOR shall use equipment, signs, barriers, or other devices to protect persons or property, and shall avoid the usage of hazardous materials that are not essential to the performance of the contract. Any unsafe areas noted must be reported to the College Purchasing Department.

# **SECURITY**

The College shall have no responsibility for the loss, theft, mysterious disappearance of, or damage to, equipment, tools, materials, supplies, and other personal property of the CONTRACTOR, employees or agents, which may be brought or stored on the College campus.

#### STANDARDS OF PERFORMANCE

The CONTRACTOR agrees to perform the services specified in the contract with that standard of care, skill, and diligence expected of a professional service provider in the performance of such services.

#### **SUPERVISION**

The CONTRACTOR shall provide adequate and expert on-site managerial supervision for its agents and employees in the areas under the contract. Supervision will be exercised during all times an employee would be considered as "working". The Supervisor will be the principle contact between the CONTRACTOR and the Campus Dean.

# SURRENDER OF PREMISES AND EQUIPMENT

On termination or expiration of the contract, the CONTRACTOR shall vacate all parts of the College premises occupied by it and shall restore the premises to the College in the same condition as when originally made available to the CONTRACTOR, reasonable wear and use expected. Surrendered premises and equipment shall be left in a clean, orderly state satisfactory to the College.

# **SURVIVAL**

The terms, conditions and representations contained in the contract shall survive the termination or expiration of the contract.

# **TAXES**

The CONTRACTOR shall pay when due all taxes or assessments applicable to the CONTRACTOR. The CONTRACTOR shall comply with the provisions of the applicable statutes and the regulations of the applicable taxation authority. CONTRACTOR is NOT a public agency; therefore, CONTRACTOR is not exempt from sales & use taxes.

#### **TERMINATION**

If, because of reasons beyond the control of the College (e.g. fire, legislative funding), business operation in any or all of the facilities of the College are interrupted or stopped, then the College shall have the right to terminate or suspend the contract immediately by certified written notice without any penalty thereof.

The College may terminate the contract at its convenience upon thirty (30) calendar days written notice at any time during the term of the contract. Any contract cancellation shall be served by registered or certified mail.

The CONTRACTOR may terminate the contract at its convenience upon sixty (60) calendar days written notice prior to the end of an academic semester. Any contract cancellation shall be served by registered or certified mail.

In the event of a possible termination for cause, if either party breaches any terms or conditions of the contract, the aggrieved party shall give the other party at least ten (10) calendar days written notification of the alleged breach. The aggrieved party shall set forth the alleged breach and demand compliance with the contract. Unless within thirty (30) calendar days after receiving such notice, the notified party has not contested such alleged breach or such breach has ceased or the notified party has made arrangements to correct the alleged breach, then the aggrieved party may terminate the contract, without prejudice to any right or remedy the aggrieved party may have, by giving written notice. Any contract cancellation shall be served by registered or certified mail.

# **USE OF COLLEGE FACILITIES**

The CONTRACTOR, its agents and employees shall have the right to use only those facilities of the College that are necessary to perform services under the contract and shall have no right of access to any other facility of the College.

#### **UTILITY SERVICES**

The College shall provide, at its own expense, services at existing outlets (electric power and domestic cold water) for the convenience of the CONTRACTOR. Any modification to existing outlets required or requested by the CONTRACTOR shall be at the CONTRACTOR'S expense. The College shall not be responsible for any loss or delay sustained by the interruption or failure of these utilities for any cause whatsoever.

#### **SPECIFICATIONS**

Northwest Louisiana Technical College (NWLTC) requests bids from licensed contractors to provide custodial services for several College facilities. Bids \$50,000 or greater require a Louisiana State Contractor's License. Proof of LA State Contractor's License must be submitted with bid packet.

- 1. College Facilities Included the following College facilities may be included in this contract:
  - a. Shreveport Campus: 2010 North Market, Shreveport, LA 71107

Mandatory Pre-Bid: August 5, 2016 @ 10:00 a.m. CST

- b. The College reserves the right to add or delete facilities to this contract as needed. The College shall work in cooperation with the contractor to negotiate an equitable adjustment to the contract amount should the College elect to add or delete a facility to this contract.
- 2. Contractor Qualification Requirements -- Contractor shall submit a complete pre qualification package to the College that addresses all contractor qualification requirements. The pre qualification package shall be due to the College on or before August 11<sup>th</sup>, 2016 at 2:00 p.m. CST Pre-qualification packages shall be either mailed or hand delivered to the Purchasing Department located in Bldg J. 6220 East Texas Street, Bossier City, LA 71111 Fax or electronic submissions will not be considered for award. The pre qualification package must address all requirements listed below:
  - a. Contractor shall be licensed and certified as required by the State of Louisiana, and all other applicable agencies. Please provide proof of license, registration, and / or certification in your pre-qualification package.
  - b. Contractor shall not subcontract any portion of this contract. All work is to be performed directly by the contractor responding to this bid. Please provide a statement in the pre qualification package acknowledging that no work shall be subcontracted.
  - c. Contractor's employees must be properly trained in the latest custodial services practices and techniques. Contractor shall provide proof of training for each employee and copies of training certificates that may be applicable. Contractor shall provide documentation that all contract employees have received all required OSHA safety training, including training on Bloodborne Pathogens. Contractor shall also provide a resume' / biographical sketch for the employees and supervisor(s) that will be responsible for the NWLTC account.
  - d. Contractor shall currently have a minimum of five (5) large institutional, governmental, and / or college accounts (equal to or greater than 75,000 square feet) located within three hundred sixty (360) miles of the Shreveport, LA area. Please provide a sheet detailing each account and provide contact information that includes telephone and fax numbers for each reference for each account. The College may contact these references to verify the quality of each firm's efforts and to ensure that they are in good standing with their clients.
  - e. Contractor shall be in good financial standing and must have operated a custodial services business for at least five consecutive years. Please provide a brief financial summary for the last five years. Also provide the size of your company, number of employees in the Shreveport, LA market, number of service vehicles, and information regarding your local facilities and equipment.
  - f. Contractor must be able to respond to emergency calls within a two (2) hour period, after normal business hours, with a sufficiently sized crew to address each emergency. During normal business hours, when contract personnel are scheduled to be on campus, the contractor shall respond within ten (10) minutes of receiving notification of the emergency from the College. Please outline your firm's procedures for notification and responding to the College in a timely manner.

- g. Contractor's employees shall maintain a neat, clean, and professional appearance at all times. Contractor's employees shall wear uniforms identifying the name of their company. The uniform shirt shall include the name of the employee or alternately the employee may wear an identification badge. The uniform shirt shall be worn tucked inside of the trousers at all times. Please describe in your pre-qualification package how your firm will address this requirement.
- h. Contractor shall provide a detailed list of cleaning equipment that will be used to complete the scope of this contract. The College expects that the contractor will use high quality, professional cleaning equipment. The contractor is responsible for supplying all necessary equipment, tools, etc. to complete the scope of work. Please include with your equipment list a list of service vehicles that would be used for the NWLTC contract. On the list of cleaning equipment, please include, type, product name, manufacturer, model number, type of electrical power required, noise level (db rating), etc. NWLTC reserves the right to require the contractor to remove any equipment that the College deems improper due to poor performance, environmental factors (noise levels, fumes, etc.), improper type / design, etc. The contractor shall work in cooperation with the College to ensure that all equipment used to complete the scope of work is acceptable to both parties.
- i. Contractor shall provide a complete list of all chemicals and materials that will be used to perform custodial services at NWLTC. The list should include type, brand, manufacturer, and anticipated quantity. Contractors shall note that carpet cleaning agents that contain chlorinated solvents, optical brighteners, or a pH of 9 or higher shall not be allowed. NWLTC reserves the right to require the contractor to change any chemical or cleaning material that the Louisiana deems improper due to poor performance, environmental factors (fumes, etc.), improper type / design, etc. The contractor shall work in cooperation with the College to ensure that all chemicals / materials used to complete the scope of work are acceptable to both parties.
- j. Contractors shall note that if awarded the contract, they must provide material safety data sheets (MSDS) for all chemicals to be used at NWLTC. (It is not necessary to include MSDS in the pre qualification package).
- k. Contractor shall be required to adhere to the College's tobacco use policy. Please provide a statement in the pre qualification package acknowledging this policy.
- 1. Contractor shall provide a copy of their insurance certificate indicating proof of coverage as required in the insurance section of these bid documents.
- 3. **Mandatory Pre Bid Meeting** contractors planning to submit a bid **MUST** attend the mandatory pre-bid meeting throughout its entirety. The pre bid meeting will be held on July 29, 2016 at 10:00 a.m. CST.
- 4. **Mandatory Site Visit** -- contractors planning to submit a bid **MUST** personally visit the facility prior to submitting a bid. Contractor shall be responsible for familiarizing themselves with existing conditions. Contractors must verify all existing conditions. **MANDATORY** site visits may be conducted on the day of the **MANDATORY** pre-bid meeting.
- 5. **Inquiry Period** all inquiries, requests for information, requests for clarification, etc. shall be made in writing to the NWLTC purchasing department. Inquiries may be faxed or emailed. Fax inquiries shall be sent to 318-678-6402. Email inquiries shall be sent to the Purchasing Director at gdoucet@bpcc.edu. Inquires will be accepted for a one week period following the mandatory pre bid meeting. All inquires are due to the College by 12:00 PM CST on August 8, 2016. Any inquiry submitted after this time will not be responded to.
  - The College purchasing office will issue an addendum to address any and all inquiries, if required. This will be the only official and binding response to any inquiry.
- 6. **Scope of Services** contractor shall provide complete custodial services for all College facilities included in the contract. Northwest Louisiana Technical College reserves the right to add or delete a facility. Additionally the College may use the contractor to supply general labor on an as needed basis for other facilities owned, leased, or rented by the College. In these cases the contractor shall charge the College the hourly labor rate for work outside of the normal scope of work. See the detailed scope of services required for more detailed information.

- 7. **Contractor Personnel** contractor shall provide a sufficient amount of adequately trained staff to perform all required custodial services in a timely manner.
  - a. Supervision the contractor shall provide at least one (1) full time custodial supervisor assigned to the NWLTC residential facilities account. The supervisor can be a "working" supervisor who may normally complete a portion of the custodial services. The supervisor shall be present at all times when any contractor personnel are working at NWLTC. The contractor shall designate three other employees who may fill in for the supervisor if the supervisor is absent for any reason. The College shall be notified by telephone and email as soon as possible if the normal supervisor will be absent. This notification shall be made no later than one hour after the normal work day schedule begins. The contractor shall provide complete contact information for the two supervisors and the four personnel designated as "back up" supervisors. The contractor shall provide the supervisor with a mobile cellular phone and shall provide the College with the phone number for the cellular phone so that the College can reach the supervisor at any time.
  - b. Background Checks the contractor shall perform a full background check for every employee assigned to the NWLTC account prior to that employee beginning work at NWLTC. The background check shall include a check of criminal, felony, and misdemeanor history. Employees shall also be checked against the sex offender registry. A report and complete copy of the background check shall be submitted to NWLTC prior to that employee beginning work. All contractor employees shall be required to sign a disclosure stating that they are not on the Sex Offender Registry. NWLTC shall review each background check and reserves the right to either approve or deny the employment of each employee based on the results of the background check.
  - c. Drug & Alcohol Testing contractor shall require employees to submit to a standard drug and alcohol test upon initial employment, and also at a later date if there is a reasonable suspicion that the employee may be under the influence of drugs or alcohol. The College may request that the contractor perform a standard drug and alcohol test on any of the contractor's employees. Additionally the contractor must perform a drug and alcohol test following any workplace incident / accident on NWLTC property within two (2) hours of the incident / accident. Anyone who tests positive for drugs and / or alcohol shall no longer be allowed to work at NWLTC.
  - d. Contractor's employees shall maintain a neat, clean, and professional appearance at all times. Contractor's employees shall wear uniforms identifying the name of their company. The uniform shirt shall include the name of the employee or alternately the employee may wear an identification badge. The uniform shirt shall be worn tucked inside of the trousers at all times. The College reserves the right to remove any contract employee who is not dressed appropriately or who is not taking care of their personal hygiene. If the College requires an employee to be removed for this reason, the contractor shall supply a replacement employee as soon as possible.
  - e. The College reserves the right to require the contractor to remove any employee from any or all buildings employed under the contract when the College deems it to be in the College's best interest.
  - f. The contractor shall be responsible for furnishing a replacement employee who also shall meet all previously stated requirements in the event of sickness or absence of the regular worker and notify the Purchasing Director of that replacement.
  - g. Contractor's employees will not be able to use common areas of any College facility for breaks, lunch, etc. Contractor shall be allowed to use the common restrooms in these facilities.
  - h. Contractor's employees shall adhere to the College's tobacco use policy.

# 8. Schedule of Services and Specific Facility Requirements –

a. Emergency Call Out (After Hours) – contractor shall provide full contact information for the supervisor assigned to the NWLTC account. The supervisor shall be available and able to be reached by phone at all times. If the supervisor will not be able to be reached then another employee shall be designated and their contact information provided to NWLTC. Contractor shall respond on site to any emergency call out within two (2) hours of receiving the telephone call.

b. Emergency Call Out (During Normal Business Hours) – contractor shall provide full contact information for the supervisor assigned to the NWLTC account. The supervisor shall be available and able to be reached by phone at all times. If the supervisor will not be able to be reached then another employee shall be designated and their contact information provided to NWLTC. Contractor shall respond on site to any emergency call out within ten (10) minutes of receiving the telephone call.

# 9. **Security**

- a. The contractor shall not disturb papers on desks, open drawers, cabinets or lockers, use telephones, radios, computers, or office equipment, or tamper with personal property.
- b. All interior doors and exterior entrance doors shall be closed, checked and locked before leaving the building each day. Should contractor employees leave doors open/unlocked as required, contractor shall be responsible for expenses incurred by NWLTC to secure the doors and for anything stolen or damaged.
- c. The contractor shall report, in writing, within four (4) hours, to the College anything out of the ordinary, such as unlocked doors, stopped toilets, stopped drains, broken fixtures, lights out of order, etc. Additionally the contractor shall verbally report all of the above items to the College immediately in person or by telephone upon discovery of anything out of the ordinary.
- d. The College shall not be responsible for securing any property of the contractor. The College may allow the contractor to store tools, equipment, materials, supplies, etc. on site at College facilities, however, the College in no way warrants the security of any of this property. The contractor shall be responsible for security of their property.

# NORTHWEST LOUISIANA TECHNICAL COLLEGE SPECIFICATIONS

# Detailed Scope of Services Required

# 1. General Conditions

- a. All work performed by the contractor shall be performed in accordance with all applicable laws, rules, regulations, etc. Any needed permits, licenses, etc. are the responsibility of the contractor.
- b. Contractor shall provide all needed tools and equipment to perform all custodial services. The tools and equipment provided shall be maintained in optimum condition at all times. Backup tools and equipment shall be available in the event the normally assigned equipment needs to be serviced. Specifically the tools and equipment provided shall include but not be limited to the following: all brooms, mops, dusters, vacuum cleaners, burnishers, squeegees, towels / rags, carts, brushes, ladders, stools, mop buckets, etc.
- c. Contractor shall supply / provide all needed materials to complete the scope of services. This specifically includes but is not limited to: all cleaning chemicals and materials.
- d. The College may allow the contractor to store tools, equipment, and materials on site at NWLTC facilities in designated custodial storage areas. The College reserves the right to change these designated areas as needed and additionally the College is not required to provide these storage areas. The contractor shall be required to keep all custodial storage designated areas in a neat / orderly manner. All chemicals shall be clearly labeled in accordance with all OSHA and other applicable safety regulations. The contractor shall be required to provide insurance coverage for all equipment stored on site at College. The contractor assumes all risk with storing tools, equipment, and materials on site at NWLTC facilities. NWLTC shall not be responsible for theft, damage, or other harm to any property of the contractor.

# 2. Cleaning Tasks / Frequency / Schedule:

a. Cleaning Tasks – Monday, Wednesday and Friday night

Contractor shall perform custodial services to clean the following areas of the facility. All tasks shall be performed at a minimum, once per day (Monday, Wednesday and Friday).

- i. Entrances and Hallways
  - 1. All common area trash receptacles to be emptied and trash removed to a collection point. Replace liner and damp wipe receptacle if needed. (Liners to be furnished by NWLTC)
  - 2. Clean and polish drinking fountain/water dispenser.
  - 3. Thoroughly dust all common area windowsills. Damp wipe as needed.
  - 4. Dust mop hard surface floors with a non-treated dust mop.
  - 5. Damp mop and disinfect hard surface floors to remove any spillage or soiled areas.
  - 6. Damp wipe entrance metal and finger marks on entrance glass
  - 7. Spot clean wall switches.
  - 8. Vacuum carpet runners and mats
  - 9. Use a high co-efficient disinfectant and color coded microfiber cloths for proper sanitation.

#### ii. Restrooms

- 1. Floors shall be wet mopped with a disinfectant.
- 2. Toilets & urinals to be cleaned and disinfected inside and out. Polish bright work. Lavatories shall be cleaned, sanitized and rinsed thoroughly.
- 4. Shelves and lavatory counters shall be cleaned and sanitized.
- 5. Clean and polish mirrors.
- 6. Fittings and supply pipes shall be cleaned.
- 7. Stall partitions, doors and tile walls shall be cleaned and sanitized. Any graffiti shall be removed immediately. Polish bright work.
- 8. Fill all paper towel, napkin, and soap dispensers. (Supplied by NWLTC).
- 10. Waste receptacles shall be emptied and all debris deposited in designated areas. Waste receptacles shall be sanitized and deodorized as necessary.
- 11. Empty sanitary napkin receptacles and damp wipe with disinfectant.
- 12. Wipe towel cabinet covers, dispensers, and changing tables (if applicable).
- 13. Toilet seats to be cleaned on both sides and disinfected.
- 14. Scour and disinfect all basins. Polish bright work.
- 15. Remove splash marks from walls around basins.
- 16. Damp wipe low ledges, sills and rails.
- 17. Spot clean to remove smudges, marks and fingerprints from walls, doors, and light switches within reach.
- 18. Spot clean kick plate on doors.

# b. Weekly Cleaning

- 1. Dust baseboards and ledges. Damp wipe as needed
- 2. Damp mop hard surface floors, taking care to get into corners, along edges, under mats, and beneath furniture.
- 3. Remove hand marks from around wall switches.
- 4. Remove smudges and fingerprints from interior glass.
- 5. Pour 2 gallons of water down restroom floor drains.
- 6. Remove any cobwebs from corners & edges
- 7. Dust window frames, molding, high and low
- 8. Dust or vacuum ceiling and wall air supply vents, exhaust diffusers or grills within reach
- 9. Use a high co-efficient disinfectant and color coded microfiber cloths for proper sanitation.

# c. Monthly Cleaning

1. Accomplish all high dusting in common area hallways up to 20 feet, not reached in the above mentioned cleaning. (task must be accomplished without use of a ladder.

# d. Extra Work to be performed each visit:

- 1. Sweep within 10 ft outside main building entrance
- 2. Return equipment to the janitor closet and maintain janitor closet
- 3. Turn out lights according to NWLTC Campus Dean specifications
- 4. Lock doors and set alarm according to NWLTC Campus Dean specifications

# 3. Pricing

Pricing for all items shall be a complete, turnkey price and shall include but is not limited to: labor, equipment (vacuums, burnishers, floor cleaning machines, etc.), tools, materials (cleaning chemicals, mops, brooms, brushes, dusters, etc.), insurance, permitting, taxes, shipping, etc. The College is requesting several different combinations of pricing below. The College reserves the right to award any of the options listed below.

- a. Monthly lump sum for the campus location.
- b. Contractor shall submit a price per square foot for stripping and waxing (four coats) for hard surface flooring. This price shall include all necessary labor, materials, equipment, and supplies
- c. Contractor shall submit a price per square foot for carpet extraction/bonnet cleaning which includes all necessary labor, materials, equipment, and supplies.
- d. Contractor shall submit a price per square foot for window cleaning (interior & exterior) which includes all necessary labor, materials, equipment and supplies.
- e. Contractor shall submit a price for an hourly rate for any additional service not covered in this contract. The hourly rate shall be the same rate regardless of the time the additional service is required (same rate whether normal schedule, weekend, holiday, night, etc.). For bid tabulation purposes the College will assume that 200 additional hours of contract labor will be required on an annual basis. Contractor shall also provide a rate sheet for standard materials, chemicals, and supplies that may be used for additional services. The College may have needs for other additional services throughout the contract period. The College may request the contractor to provide general labor at other College facilities using this hourly contract rate. The general labor services that the College may ask the contractor to provide general labor include, but are limited to: cleaning, moving furniture / files / office equipment, assisting with setups for various events, other miscellaneous tasks, etc.

# 4. Invoicing / Payment

- a. Contractor shall submit a monthly invoice for services rendered in the previous month. The invoice shall be submitted no later than the  $10^{th}$  day of the month. The contractor shall include all monthly written reports with the invoice.
- b. The College shall review monthly invoices and shall process for payment. Terms shall be Net 30 days.

# 5. Contract Dates / Term

- a. This contract shall be from the date of award through June 30, 2019.
- b. Based on mutual agreement this contract may be extended for two additional 12-month periods with the same terms and conditions. In such case the total contract term cannot exceed 60 months.

# **PROPOSAL**

| For contractual agreement to perform Custodial Services at Northwest Louisiana Techni | cal College, I/We do bid the |
|---|------------------------------|
| following:  |                              |

| 1. | Monthly lump sum price for NWLTC campus          |    |
|----|--|----|
|    | Shreveport Campus                                | \$ |
| 2. | Price/square foot for stripping/waxing           | \$ |
| 3. | Price/square foot for carpet extraction          | \$ |
| 4. | Hourly labor rate for additional services        | \$ |
| 5  | Price/square foot for window cleaning (Interior) | \$ |
| 6  | Price/square foot for window cleaning (exterior) | \$ |

Bids of \$50,000.00 or more will be considered only when the bidder certifies that he holds a current valid Louisiana Contractors license of proper classification and shows the license number on the sealed bid envelope and above his signature on the bid forms as required under R.S. 37:2150-2163. Contractors desiring to bid shall submit evidence that they have a current Louisiana Contractors license of proper classification.

\*\*\*Hours of operation in which we require a porter on site for each campus\*\*\*

Shreveport Campus- One (1) porter on site for 4 hours – 4:00 p.m. – 8:00 p.m. Monday, Wednesday and Friday

# **INDEMNIFICATION AGREEMENT**

| The                                | (Contracto                             | or) agrees to pro | otect, def    | fend, indem  | nify, save, | and hold harmless the   | e State of |
|------------------------------------|--|-------------------|---------------|--------------|-------------|-------------------------|------------|
| Louisiana, all State Department    |  |                   |               |              |             |                         |            |
| from and against any and all cla   |  |                   |               |              |             |                         | oss or     |
| destruction of any property whi    |  |                   |               |              |             |                         |            |
| (Contractor), its agents, servant  | s, and employees, or any and           | all costs, exper  | nse and/o     | r attorney f | ees incurre | d by                    |            |
| (Contractor) as a result of any c  | claim, demands, and/or causes          | of action exce    | pt those      | claims, den  | nands, and/ | or causes of action ar  | ising out  |
| of the negligence of the State of  |  |                   |               |              |             |                         |            |
| employees.                         |  |                   |               |              |             |                         |            |
|                                    | ,                                      | , ,               |               | •            |             | l to, provide defense f |            |
| defend any such claims, deman      |  | _                 |               |              |             |                         |            |
| (claims, etc.) is groundless, fals |  |                   |               |              |             |                         | 1 the      |
| defense of claims, but this shall  | not affect the Contractor's re         | sponsibility for  | r the hand    | dling of and | l expenses  | for all claims.         |            |
|                                    |  |                   |               |              |             |                         |            |
|                                    |  |                   |               |              |             |                         |            |
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|                                    | Accepted by                            |                   |               |              |             | =                       |            |
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|                                    |  |                   |               |              |             |                         |            |
|                                    |  | Signature         |               |              |             | _                       |            |
|                                    |  | Signature         |               |              |             |                         |            |
|                                    | <u></u>                                |                   |               |              |             | <del></del>             |            |
|                                    |  | Title             |               |              |             |                         |            |
|                                    | D . A 1                                |                   |               |              |             |                         |            |
|                                    | Date Accepted                          |                   |               |              |             | _                       |            |
|                                    |  |                   |               |              |             |                         |            |
| Is Certificate                     | of Insurance Attached?                 | Yes               | 1             | No           |             |                         |            |
|                                    |  |                   |               |              |             |                         |            |
| ~                                  |  |                   |               | ~~~~~        | _           |                         |            |
| Contract No.                       | _ for NORTHWEST LOUI<br>State Agency N | SIANA TECH        | <u>INICAL</u> | . COLLEG     | <u>E</u>    |                         |            |
|                                    | State Agency N                         | umber and Nat     | iie           |              |             |                         |            |
| Purpose of Contract:               |  |                   |               |              |             | _                       |            |
|                                    |  |                   |               |              |             |                         |            |

# Combined Recommended Language for Invitations to Bid (ITB) Veteran-Owned and Service-Connected Disabled Veteran-Owned (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Program

This procurement has been designated as suitable for Louisiana certified small entrepreneurships participation.

The State of Louisiana Veteran and Hudson Initiatives small entrepreneurship programs are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at

https://smallbiz.louisianaforward.com/index 2.asp.

Bidders that are not eligible for certification are encouraged to use Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships where sub-contracting opportunities exist. To be responsive to this solicitation, the bidder shall be either a Veteran-Owned or Service-Connected Disabled Veteran-Owned or Hudson Initiative small entrepreneurship or have put forth a good-faith effort to use certified Veteran-Owned or Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships as sub-contractors(s). By signing and submitting this bid, the bidder certifies compliance with this requirement.

For a good faith effort, written notification is the preferred method to inform Louisiana certified Veteran Initiative and Hudson Initiative small entrepreneurships of potential subcontracting opportunities. A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships may be obtained from the Louisiana Economic Development Certification System at <a href="https://smallbiz.louisianaforward.com/index\_2.asp">https://smallbiz.louisianaforward.com/index\_2.asp</a>. Additionally, a current list of Hudson Initiative small entrepreneurships, which have been certified by the Louisiana Department of Economic Development and have opted to enroll in the State of Louisiana Procurement and Contract (LaPAC) Network, may be accessed from <a href="http://www.prd.doa.louisiana.gov/osp/lapac/Vendor/srchven.asp">http://www.prd.doa.louisiana.gov/osp/lapac/Vendor/srchven.asp</a>. You may then determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.), and select "SmallE".

Copies of notification to at least three (or more) certified Veteran Initiative and Hudson Initiative small entrepreneurships will satisfy the notification requirements. Notification must be provided to the certified entrepreneurships by the bidder in writing no less than five working days prior to the date of bid opening. Notification must include the scope of work, location to review plans and specifications (if applicable), information about required qualifications and specifications, any bonding and insurance information and/or requirements (if applicable), and the name of a person to contact. If a certified Veteran-Owned or Service-

Connected Disabled Veteran-Owned or Hudson Initiative small entrepreneurship was not selected, the bidder must certify and maintain written justification of the selection process. The state reserves the right to request confirmation of this information at any time.

In the event questions arise after an award is made relative to the bidder's good faith efforts, the bidder will be required to provide supporting documentation to demonstrate its good faith subcontracting plan was actually followed. If it is at any time determined that the contractor did not in fact perform its good faith subcontracting plan, the contract award or the existing contract may be terminated.

Contractors will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each. (Agencies should indicate their specific requirement, i.e. where to send information and when - with bid, after clear lien, etc.)

The statutes (R.S 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at <a href="http://www.legis.state.la.us/lss/lss.asp?doc=671504">http://www.legis.state.la.us/lss/lss.asp?doc=671504</a>; and the statutes (R.S 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at <a href="http://www.legis.state.la.us/lss/lss.asp?doc=96265">http://www.legis.state.la.us/lss/lss.asp?doc=96265</a>. The rules for the Veteran Initiative (LAC 19:VII.Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII.Chapters 11 and 13) may be viewed at <a href="http://www.doa.louisiana.gov/osp/se/se.htm">http://www.doa.louisiana.gov/osp/se/se.htm</a>.

| The State requires competitive pricing, qualifications, and demonstrated competencies in the selection of contractors.          |
|---|
| If you are a Certified Small Entrepreneur (Hudson Initiative), Veteran Owned Small Entrepreneurs, or Service-Connected Disabled |
| Veteran-Owned (Veteran Initiative) vendor, please state your Certification Number below.  |

| ertification l | No./date of     | f certification.          | •  |
|----------------|-----------------|---------------------------|--|
|                |                 |                           |  |
|                |                 |                           |  |
|                | Certification l | Certification No./date of | Certification No./date of certification. |

# NORTHWEST LOUISIANA TECHNICAL COLLEGE

# **BID RESPONSE FORM**

| BIDDER'S NAME:   |                               |                     |  |       |
|--|-------------------------------|---------------------|--|-------|
| TELEPHONE NO   |                               | FAX NUMBER:         | ·  |       |
| ADDRESS:   |                               |                     |  |       |
| MAILING  | CITY                          | STATE               | ZIP  |       |
| SCOPE: Provide Janitorial Serv                                     | vices as per attached Specifi | cations and Requi   | irements and bid response form.  |       |
| I/we do hereby acknowledge rec                                     | eipt of the following adden   | da (if any):        |  |       |
| No Dated   | No                            | Dated               |  |       |
| To The Vendor:   |                               |                     |  |       |
|  |                               |                     | be the standard of quality, performance nerwise specified, the submission of equiv |       |
| Taxes: Any taxes, other than state exempt from state sales and use |                               | included within th  | ne bidder's unit price. The College is curr  | ently |
| Signature to the Bid Response Fo                                   | rm shall be construed of acc  | ceptance of the Inv | vitation to Bid in its entirety.   |       |
| AUTHORIZED OFFICER:  |                               |                     |  |       |
|  | (Signature)                   | (                   | (Print or Type Name)   |       |
| TITLE:   |                               | DATE:               |  |       |

# Northwest Louisiana Technical College Minden, Louisiana

| This Agreement, made and executed, on t            | this_ day of the month              | ın the year                  |
|--|-------------------------------------|------------------------------|
| of our Lord, two thousand and sixteen, by and thr  | rough                               | , Northwest                  |
| Louisiana Technical College, the Party of the      | he First Part, and hereinafter o    | designated as "College"      |
| and  |                                     |                              |
| , Contractor, domic                                | iled and doing business in          | , Party                      |
| of the Second Part, and hereinafter designated as  | s Contractor.                       |                              |
| WITNESSETH, That, in consideration of              | of the covenants and agreements     | s herein contained to be     |
| performed by the parties hereto and of the paym    | nents hereinafter agreed to be mad  | de, it is mutually agreed as |
| follows:   |                                     |                              |
| The Contractor shall and will provide and          | d furnish all materials, equipment  | and labor and perform the    |
| work required to complete in a thorough and wo     | orkmanlike manner, to the satisfact | ion of the College, project  |
| entitledin strict ac                               | cordance with the Specifications    | which are on file in the     |
| Purchasing Department at Northwest Louisian        | a Technical College. The bid        | on this project, numbered    |
| was opened on, at                                  | and obtained using the P            | ublic Bid Law. The plans     |
| and specifications and the Proposal Form are r     | made a part hereof as fully as if   | set out herein and hereby    |
| become a part of this contract. Contract amount is | s \$                                |                              |
| It is agreed and understood between the            | parties hereto that the Contractor  | agrees to accept and the     |
| College agrees to pay for the work at the price    | e stipulated in said Proposal, such | h payment to be in lawful    |
| money of the United States, and the payment sha    | Ill be made at the time and the man | ner set forth.               |
| Performance will begin                             |                                     |                              |
| Northwest Louisiana Technical College              |                                     |                              |
| BY:  | BY:                                 |                              |
| TITLE: Purchasing Director                         | TITLE:                              |                              |